

**TOWN OF DAVIE  
TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Mark Kutney, AICP, Development Services Director/ (954) 797-1101  
Prepared by Annie Feng, Planner II

**SUBJECT:** Resolution - Developers Agreement  
DA 4-1-04, Millcreek Ranches/3011 SW 148 Avenue, Diamond Creek/15700 SW  
28 Street, and Blackstone Creek/3151 SW 154 Avenue, Pulice Land Surveyors,  
Inc./Southern Homes of Davie V, LLC

**AFFECTED DISTRICT:** District 4

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, AND SOUTHERN HOMES OF DAVIE V, LLC FOR REGIONAL ROAD CONCURRENCY RELATING TO THE SITE PLANS KNOWN AS MILLCREEK RANCHES, DIAMOND CREEK AND BLACKSTONE CREEK; PROVIDING FOR REMEDIAL MEASURES TO SATISFY CONCURRENCY REQUIREMENTS; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

**REPORT IN BRIEF:**

On January 7, 2004, Town Council approved DA 11-1-03 for a Regional Road Concurrency Agreement for Millcreek Ranches, Diamond Creek, and Blackstone Creek by Resolution R-2004-9. This request is an amendment to the approved Regional Road Concurrency Agreement.

In the approved Concurrency Agreement, the developer is responsible to construct "A southbound bus pullout bay on Weston Road, located approximately 250 feet south of Arvida Parkway, as follows: 12 feet wide and 146 feet long (60 feet of transition in, 50 feet of storage and 36 feet of transition out). The security amount is \$16,485.00." In the revised Concurrency Agreement, the developer agrees to pay \$15,350.00 to the City of Weston which represents the City's cost of the installation of a traffic signal interconnect (communication cable) on Weston Road from North Corporate Lakes Boulevard to Arvida Parkway inclusive, in lieu of construction of a southbound bus pullout bay as stated in the previous Agreement.

**PREVIOUS ACTIONS:** None

**CONCURRENCES:** None

**FISCAL IMPACT:** None

**RECOMMENDATION:** Staff finds the subject application complete and suitable for transmittal to Town Council for further consideration.

**Attachments:** Resolution, Regional Road Concurrency Agreement.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, AND SOUTHERN HOMES OF DAVIE V, LLC FOR REGIONAL ROAD CONCURRENCY RELATING TO THE SITE PLANS KNOWN AS MILLCREEK RANCHES, DIAMOND CREEK AND BLACKSTONE CREEK; PROVIDING FOR REMEDIAL MEASURES TO SATISFY CONCURRENCY REQUIREMENTS; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the developer, Southern Homes of Davie V, LLC, proposes to develop the properties known as Millcreek Ranches, Diamond Creek, and Blackstone Creek; and

WHEREAS, Broward County requires remedial measures to satisfy concurrency requirements related to these plats.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor and Town Administrator to enter into an Agreement, attached hereto as Exhibit "A", between Broward County, Southern Homes of Davie V, LLC, and the Town of Davie, whereby the Town, upon notification from the County that developer is in default of this Agreement, shall withhold issuance of all building permit, certificates of occupancy, or any other development permits within the boundaries of the plats, until such time that the County notified the Town that the default has been resolved. In addition, the Town shall issue or withhold the issuance of building permits and certificates of occupancy for the construction of buildings within these plats subject to this agreement.

SECTION 2. The Town Administrator and Town Attorney are authorized to make and accept non-substantive revisions to the agreement in order for the agreement to be in final, recordable form.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2004.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

Attest:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2004.

Return recorded document to:

Development Management Division  
115 S. Andrews Avenue, A240  
Fort Lauderdale, FL 33301

Document prepared by: Jane Storms  
Pulice Land Surveyors, Inc.  
5381 Nob Hill Rd.  
Sunrise, FL 33351

**REGIONAL ROAD CONCURRENCY AGREEMENT  
CONSTRUCTION OF IMPROVEMENTS  
RELATING TO THE FOLLOWING PLATS:  
Millcreek Ranches (050-MP-02)  
Diamond Creek (052-MP-02) and  
Black Stone Creek (053-MP-02)**

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

AND

Southern Homes of Davie IV, LLC a Florida limited liability company

Southern Homes of Davie V, LLC a \_\_\_\_\_, its successors and assigns, hereinafter referred to as "DEVELOPER", Florida limited liability company

**[AND IF THE PROPERTY IS LOCATED WITHIN A MUNICIPALITY]**

The Town of DAVIE, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as "TOWN"

WHEREAS, Chapter 5, Article IX, Broward County Code of Ordinances, requires that the regional transportation network be adequate to serve the reasonably projected needs of proposed developments; and

WHEREAS, Chapter 5, Article IX, Broward County Code of Ordinances, more specifically requires that an application for a development permit satisfy concurrency requirements for impact areas; and

WHEREAS, DEVELOPER has applied for approval of or an amendment to the Millcreek Ranches Plat (050-MP-02), Diamond Creek Plat (052-MP-02) and Black Stone Creek Plat (053-MP-02), hereinafter referred to as "PLATS," more particularly described in Exhibits "A," "B," and "C" attached hereto and made a part hereof; and

WHEREAS, DEVELOPER has applied for approval of the **Millcreek Ranches Plat (050-MP-02), Diamond Creek Plat (052-MP-02) and Black Stone Creek Plat (053-MP-02)**, hereinafter referred to as "PLATS," more particularly described in Exhibits "A," "B," and "C" attached hereto and made a part hereof; and

WHEREAS, on August 23, 2002, on September 11, 2002, and on November 18, 2002, the Broward County Development Management Division issued Notifications of Failure to Satisfy Broward County Concurrency Standards for the regional transportation network, finding that the applications for approval of or amendment to the PLATS do not satisfy the impact area concurrency standards for the regional road network as stated in the Broward County Land Development Code ("CODE"); and

WHEREAS, DEVELOPER has conducted a study and has determined that certain remedial measures will mitigate the traffic impacts so that the PLATS will satisfy Broward County concurrency standards; and

WHEREAS, the Broward County Development Management Division has approved these remedial measures and finds that its concurrency requirements for the PLATS will be met with the execution of, and compliance with, the terms of this Agreement by DEVELOPER; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the parties agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. Construction of Improvements.

**PLEASE CHECK THE APPROPRIATE SECTION**

**[ X ] IMPROVEMENTS CONSTRUCTED BY DEVELOPER**

- (a) DEVELOPER agrees to construct the improvements described in Exhibit "D" attached hereto, hereinafter referred to as the "Improvements." DEVELOPER agrees to complete the "Improvements" prior to receipt of the first certificate of occupancy for property within any of the PLATS.
- (b) If the improvements described in Exhibit "D" are on a state road, as that term is defined in Chapter 334, Florida Statutes, DEVELOPER agrees that, prior to recordation of the PLATS, DEVELOPER shall provide COUNTY with proof of having received a permit or letter of intent to permit from the State of Florida Department of Transportation for the "Improvements".

- (c) DEVELOPER shall provide to COUNTY, contemporaneously with this Agreement, a Letter of Credit or Surety Bond, attached hereto as Exhibit "E," in the amount of \$63,422.00 in a form acceptable to the COUNTY, which represents 125% of the costs of the "Improvements".
- (d) The Improvements described in Exhibit "D" shall be installed in accordance with applicable COUNTY, State of Florida Department of Transportation standards and specifications and in accordance with the Development Review Report for the PLATS. The construction plans for the Improvements, including pavement marking and signing plans, shall be submitted to COUNTY for review and approval prior to commencement of construction. Construction shall be subject to inspection and approval by the COUNTY. Pavement marking and signing shall be provided for all of the Improvements and shall be subject to review, field inspections and final approval by the Broward County Traffic Engineering Division, which Improvements shall be consistent with the previously approved plans.
- (e) In the event that the amount of money or any portion thereof the DEVELOPER has agreed to pay pursuant hereto becomes due and payable as provided herein and continues unpaid for thirty (30) days or more thereafter, the entire unpaid balance of such amount, plus costs and interest accrued from the due date at the rate of twelve (12) per cent per annum, shall become immediately due and payable.
- (f) Developer agrees that this agreement shall be recorded in the Official Records of Broward County, Florida, against the property described in Exhibits "A," "B," and "C" to put subsequent purchasers, grantees, heirs, successors and assigns of any interest in such property on notice of the obligations set forth herein, which shall run with the property until fully paid and performed. However, the amount(s) set forth above which are secured by a surety bond or a letter of credit shall not constitute a lien on the property unless and until the provisions below are activated by the recording of a "Notice of Lien."
- (g) In the event DEVELOPER defaults under the terms of this Agreement, COUNTY shall be entitled to draw against the security for the amount set forth above, plus costs and interest as set out herein. If COUNTY draws against the security and the amount recovered is less than the amount due, COUNTY may maintain an action against DEVELOPER in a court of competent jurisdiction for the difference between any sums obtained and the amount due, plus costs and interest accrued from the due date at the rate of twelve (12) per cent per annum.

- (h) DEVELOPER shall ensure that the security remains valid and in full force and effect until DEVELOPER'S obligations are fully satisfied. Expiration of the security prior to DEVELOPER'S satisfaction of such obligations, or notice to Broward County that the security will expire or be canceled prior to DEVELOPER'S satisfaction of all obligations hereunder, shall constitute a default of this Agreement.
- (i) In the event DEVELOPER defaults under the terms of this Agreement and COUNTY draws on the security, DEVELOPER shall be responsible for COUNTY'S reasonable costs incurred in drawing against the security.
- (j) In the event the security is disaffirmed by the issuing institution and the County receives timely notice of the disaffirmance, COUNTY shall send notice to DEVELOPER according to the notice provisions of this agreement and DEVELOPER shall have one (1) month from the date of such notice to provide substitute security in a form acceptable to COUNTY. If DEVELOPER fails to provide acceptable substitute security within one (1) month, COUNTY may record a document entitled "Notice of Lien" which shall constitute a lien on the property described in Exhibits "A," "B," and "C" for the Outstanding Balance or stated portion thereof. To the extent that the disaffirmed security is attributable to an identified parcel or portion of the PLATS, the Notice of Lien, as set forth above, shall be recorded against and apply only to such parcel or portion of the PLATS. The above provisions shall control such lien, except that the provision regarding subordination of mortgages shall not apply.
- (k) DEVELOPER agrees that any contract(s) for the "Improvements" shall:
  - 1. Indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COUNTY, its officers agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of contractor or subcontractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Director of the Broward County Engineering Division and County Attorney, any sums due DEVELOPER under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or

otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY.

2. In order to insure the indemnification obligation contained above, CONTRACTOR shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth below, in accordance with the terms and conditions required by this section.
3. Such policy or policies shall be without any deductible amount and shall be issued by United States Treasury approved companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Broward County, Florida. CONTRACTOR shall specifically protect COUNTY and the Broward County Board of County Commissioners by naming COUNTY and the Broward County Board of County Commissioners as additional insureds.
4. Comprehensive General Liability Insurance. A Comprehensive General Liability Insurance Policy with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Premises and/or operations.

Independent contractors.

Products and/or completed operations for contracts.

Broad Form Contractual Coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Underground coverages.

5. Business Automobile Liability Insurance. Business Automobile Liability Insurance with minimum limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Owned vehicles.

Hired and non-owned vehicles.

Employers' non-ownership.

6. Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident.

7. CONTRACTOR shall furnish to the Broward County Engineering Division Certificates of Insurance or endorsements evidencing the insurance coverages specified by this Article prior to beginning performance of work under this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Agreement, and state that such insurance is as required by this Agreement.
8. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of DEVELOPER is completed. All policies must be endorsed to provide COUNTY with at least thirty (30) days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days' prior to the date of their expiration.

**[ X ] IMPROVEMENTS CONSTRUCTED BY COUNTY, CITY OR FDOT**

- (a) DEVELOPER agrees to pay **\$15,350.00** to CITY which represents CITY's cost of the installation of traffic signal interconnect (communication cable) on Weston Road from North Corporate Lakes Boulevard to Arvida Parkway,



inclusive. DEVELOPER agrees that this payment must be made prior to recordation of any of the PLATS.

- (b) COUNTY and DEVELOPER agree that no security is required for CITY'S Project, as the payments will be made prior to recordation of any of the PLATS.
- 3. COUNTY and TOWN (if applicable) find that execution of and adherence to this Agreement on the part of DEVELOPER satisfies the requirement of Chapter 5, Article IX, Broward County Code of Ordinances, that plats of land shall be designed to provide for the adequacy of the regional road network, at the adopted levels of service, concurrent with the impact of the development. Nothing in this Agreement shall be construed as constituting a waiver or an exemption from road impact fees authorized to be assessed by COUNTY to DEVELOPER under the provisions of Chapter 5, Article IX, Broward County Code of Ordinances.
- 4. PROPERTY WITHIN A MUNICIPALITY.
  - (a) TOWN agrees that, upon notification from the COUNTY that DEVELOPER is in default of this Agreement, TOWN shall withhold issuance of all building permits, certificates of occupancy, or any other development permits within the boundaries of the PLATS, until such time that the COUNTY notifies the TOWN that the default has been resolved. If the property is located within the unincorporated area and the DEVELOPER is determined to be in default of this Agreement by the COUNTY, the COUNTY shall withhold issuance of all building permits, certificates of occupancy, or any other development permits within the boundaries of the PLATS, until such time as the default has been resolved.
  - (b) The parties hereto agree that, except as may otherwise be provided herein, the TOWN is a party to this Agreement solely for the purpose of issuing or withholding the issuance of permits for the construction of buildings within the property subject to this Agreement and for the purpose of issuing or withholding the issuance of certificates of occupancy for the construction of buildings within the property subject to this Agreement. The parties specifically agree and recognize that nothing in this Agreement is a waiver, specific or otherwise, of the obligation of the DEVELOPER to strictly comply with all the requirements of the TOWN's land development codes.
- 5. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of

this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director of the Broward County Development Management Division  
115 South Andrews Avenue, Room A240  
Fort Lauderdale, FL 33301

Director of the Broward County Engineering Division  
115 South Andrews Avenue, Room 321  
Fort Lauderdale, FL 33301

For the DEVELOPER:

Southern Homes of Davie, IV, LLC a Florida Limited Liability Company  
Southern Homes of Davie, V, LLC a Florida Limited Liability Company  
12900 SW 128th St., Suite 200

Miami, FL 33183

FOR the TOWN (if applicable):

Town of Davie

6591 Orange Dr.

Davie, FL 33314

FOR the CITY (if applicable):

City of Weston

2500 Weston Rd.

Weston, FL 33331

6. RECORDATION. This Agreement shall be recorded in the Public Records of Broward County Florida, at the DEVELOPER'S expense. The benefits and obligations contained in this Agreement shall inure to grantees, successors, heirs, and assigns who have an interest in the PLATS.

7. VENUE; CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sits, and shall be governed by the laws of the State of Florida.
8. CHANGES TO FORM AGREEMENT. DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.
9. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
10. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
11. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.
12. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
13. ASSIGNMENT AND ASSUMPTION. DEVELOPER may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibits "A," "B," and "C." DEVELOPER agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement.
14. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties to this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, DEVELOPER, signing by and through its \_\_\_\_\_ duly authorized to execute same, CITY OF WESTON, signing by and through its \_\_\_\_\_, duly authorized to execute same and TOWN OF DAVIE, signing by and through its \_\_\_\_\_, duly authorized to execute same.

**COUNTY**

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
County Administrator and  
Ex-Officio Clerk of the  
Board of County Commissioners  
of Broward County, Florida

By \_\_\_\_\_  
Mayor

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Approved as to form by  
Office of County Attorney  
Broward County, Florida  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By \_\_\_\_\_  
Assistant County Attorney

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_



**DEVELOPER-CORPORATION/PARTNERSHIP**

Witnesses (if partnership):

(Signature) [Signature]  
Print name: Mazaly Cabana  
(Signature) [Signature]  
Print name: [Signature]

Southern Homes of Davie V, LLC, a Florida limited liability company by its manager Southern Homes of Broward, Inc.

Name of Developer (corporation/partnership):

By [Signature]  
(Signature)  
Print name: Hector Garcia, Jr.  
Title: President

Address: 12900 SW 128th St., Miami, FL 33183

30 day of March, 2004

ATTEST (if corporation):

(Secretary Signature)

Print Name of Secretary: \_\_\_\_\_

(CORPORATE SEAL)

**ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP**

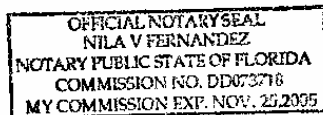
STATE OF FLORIDA )  
 ) SS.  
COUNTY OF Miami-Dade )

The foregoing instrument was acknowledged before me this 30th day of March, 2004, by Hector Garcia, as President of Southern Homes of Davie V, LLC, a Florida corporation/partnership, on behalf of the corporation/partnership. He or she is:

[ ☒ personally known to me, or  
[ ☐ produced identification. Type of identification produced \_\_\_\_\_

(Seal)

My commission expires:



NOTARY PUBLIC [Signature]

Print name: Nilva Fernandez

**DEVELOPER-CORPORATION/PARTNERSHIP**

Southern Homes of Davie IV, LLC a Florida limited liability company by its manager Southern Homes of Broward, Inc.

Witnesses (if partnership):

[Signature]  
(Signature)  
Print name: Hector Garcia  
[Signature]  
(Signature)  
Print name: Hector Garcia

Name of Developer (corporation/partnership)

By [Signature]  
(Signature)  
Print name: Hector Garcia, Jr.  
Title: President

Address: 12900 SW 128th St., Miami, FL 33183

30 day of March, 2004

ATTEST (if corporation):

(Secretary Signature)

Print Name of Secretary: \_\_\_\_\_

(CORPORATE SEAL)

**ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP**

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF Miami-Dade )

The foregoing instrument was acknowledged before me this 30 day of March, 2004, by Hector Garcia, as President of Southern Homes of Davie IV, LLC, a Florida corporation/partnership, on behalf of the corporation/partnership. He or she is:

[ ☒ ] personally known to me, or

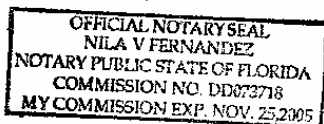
[ ☐ ] produced identification. Type of identification produced \_\_\_\_\_.

NOTARY PUBLIC: [Signature]

(Seal)

Print name: Nila Fernandez

My commission expires:



**MORTGAGEE-INDIVIDUAL**

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibits "A," "B," and "C" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Agreement.

Witnesses:

(Signature) \_\_\_\_\_  
Print name: \_\_\_\_\_

Name of Mortgagee (Individual)

(Signature) \_\_\_\_\_  
Print name: \_\_\_\_\_

(Signature) \_\_\_\_\_  
 Print name: \_\_\_\_\_  
 Print address: \_\_\_\_\_

       day of                     , 20      

**ACKNOWLEDGMENT - INDIVIDUAL**

STATE OF )  
COUNTY OF ) SS.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is \_\_\_\_\_

[ ] personally known to me, or  
[ ] produced identification. Type of identification produced \_\_\_\_\_

NOTARY PUBLIC.

(Seal)

Print name: \_\_\_\_\_

My commission expires:



**MORTGAGEE-CORPORATION/PARTNERSHIP**

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibits "A," "B," and "C" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Agreement.

Witnesses (if partnership):

Commercebank, N.A.

Name of Mortgagee (corporation/partnership)

[Signature]  
(Signature)

Print name: Gerardo A. Ramos

[Signature]  
(Signature)

Print name: Maria Calderon

By [Signature]  
(Signature)

Print name: Sonia Olarte

Title: Senior Vice President

Address: 220 Gumbra Circle 11th Fl.  
Coral Gables, FL 33134

5<sup>th</sup> day of April, 2004

ATTEST (if corporation):

[Signature]  
(~~Secretary~~ Signature) Vice President

(CORPORATE SEAL)

Print Name of ~~Secretary~~ Robert Lopez  
Vice President

**ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP**

STATE OF Florida )  
 ) SS.  
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of April, 2004, by Sonia Olarte, as SVP of Commercebank, NA, a ~~corporation/partnership~~ National Banking Association, on behalf of the corporation/ partnership. He or she is:  
☒ personally known to me, or  
☐ produced identification. Type of identification produced \_\_\_\_\_

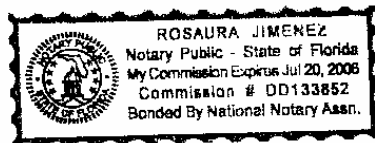
NOTARY PUBLIC:

(Seal)

My commission expires:

[Signature]  
Print name: Rosaura Jimenez

CAF#361  
01/01/02



**MORTGAGEE-CORPORATION/PARTNERSHIP**

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibits "A," "B," and "C" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Agreement.

Witnesses (if partnership):

Union Planters Bank

Name of Mortgagee (corporation/partnership)

Emilia C. Acosta

(Signature)

Print name: EMILIA C. ACOSTA

Josefina Fonticoba

(Signature)

Print name: JOSEFINA FONTICOPA

By

(Signature)

Print name: Marianna E. Perez

Title: Senior Vice President

Address: 2800 Ponce de Leon Blvd.  
Coral Gables, FL 33134

2 day of April, 2004

ATTEST (if corporation):

Peter A. Ramirez

(Secretary Signature)

Print Name of Secretary: PETER A. RAMIREZ

(CORPORATE SEAL)

**ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP**

STATE OF Florida )  
 ) SS.  
COUNTY OF Miami )  
Dade )

The foregoing instrument was acknowledged before me this 2nd day of APRIL, 2004, by MARIANNA E. PEREZ, as SENIOR VICE PRESIDENT of UNION PLANTERS BANK, N.A., a \_\_\_\_\_ corporation/partnership, on behalf of the corporation/partnership. He or she is:  
☒ personally known to me, or  
☐ produced identification. Type of identification produced \_\_\_\_\_

(Seal)

My commission expires:

NOTARY PUBLIC:

Josefina Fonticoba

Print name:

CITY

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

CITY of WESTON

By \_\_\_\_\_  
Mayor-Commissioner

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_  
City Manager

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney

**TOWN**

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Town Clerk

TOWN of DAVIE

By \_\_\_\_\_  
Mayor-Commissioner

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_  
Town Manager

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

APPROVED AS TO FORM:

By \_\_\_\_\_  
Town Attorney

**EXHIBIT "A"**

**LEGAL DESCRIPTION: MILLCREEK RANCHES**

**TRACTS 5 AND 6 LESS THE NORTH 5.00 FEET THEREOF, IN SECTION 21, TOWNSHIP 50 SOUTH, RANGE 40 EAST, OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 17 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.**

**SAID LAND SITUATE, LYING AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINS 857,721 SQUARE FEET (19.6906 ACRES).**

EXHIBIT "B"

LEGAL DESCRIPTION: DIAMOND CREEK

A PORTION OF TRACTS 28, 29, 30 AND 31, SECTION 21, TOWNSHIP 50 SOUTH, RANGE 40 EAST, "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", AS RECORDED IN PLAT BOOK 2, PAGE 17 DADE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 41, "D & M ACRES", AS RECORDED IN PLAT BOOK 85, PAGE 15, BROWARD COUNTY RECORDS; THENCE ON A GRID BEARING OF SOUTH 89°59'22" WEST ALONG THE SOUTH LINE OF TRACT 28 A DISTANCE OF 442.83 FEET TO THE INTERSTATE-75 LIMITED ACCESS RIGHT-OF-WAY LINE; THENCE NORTH 04°03'33" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 326.34 FEET; THENCE NORTH 21°18'03" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 573.95 FEET; THENCE NORTH 33°58'50" EAST ALONG THE SAID RIGHT-OF-WAY LINE A DISTANCE OF 450.34 FEET TO THE WEST LINE OF SAID "D & M ACRES" PLAT; THENCE SOUTH 00°15'58" EAST ALONG THE SAID WEST LINE A DISTANCE OF 1,233.63 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE, LYING AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA, AND CONTAINS 386,899 SQUARE FEET (8.8820 ACRES).

**EXHIBIT "C"**

**LEGAL DESCRIPTION OF BLACKSTONECREEK**

A PORTION OF TRACT 27 LYING EAST OF INTERSTATE 75 RIGHT-OF-WAY; TOGETHER WITH TRACTS 25,26, AND 48 LYING EAST OF INTERSTATE 75 RIGHT-OF-WAY; TOGETHER WITH ALL OF TRACTS 24 AND 33, ALL BEING IN "FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO.1" OF SECTION 21, TOWNSHIP 50 SOUTH, RANGE 40 EAST, AS RECORDED IN PLAT BOOK 2 PAGE 17 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT 27; THENCE S. 00°13'04"E., ALONG THE EAST LINE OF SAID TRACTS 27 AND 26, FOR 661.45 FEET TO THE NW CORNER OF TRACT 24; THENCE N. 89°58'37" E., ALONG THE NORTH LINE OF SAID TRACT 24, FOR 1322.56 FEET TO THE NORTHEAST CORNER OF SAID TRACT 24; THENCE S. 00°10'10" E., ALONG THE EAST LINE OF SAID TRACTS 24 AND 33, ALSO BEING THE EAST LINE OF THE WEST ½ OF SAID SECTION 21, FOR 661.07 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 33; THENCE S. 89°57'50" W., ALONG THE SOUTH LINE OF SAID TRACTS 33 AND 48, FOR 2034.80 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75; THENCE N13°58'49" W., ALONG SAID RIGHT-OF-WAY LINE FOR 529.65 FEET; THENCE N01°17'31" W., CONTINUING ALONG SAID RIGHT-OF-WAY LINE FOR 498.42 FEET; THENCE DEPARTING FROM SAID RIGHT-OF-WAY LINE N89°58'24" E., FOR 50.00 FEET; THENCE N.00°01'36" W; FOR 120.00 FEET; THENCE S89°57'24"W., FOR 55.37 FEET TO THE AFORESAID EAST RIGHT-OF-WAY LINE; THENCE N. 04°03'33" W., ALONG SAID RIGHT-OF-WAY LINE, FOR 191.35 FEET TO THE NORTH LINE OF SAID TRACT 27; THENCE N. 89°59'22" E., ALONG THE NORTH LINE OF SAID TRACT 27, FOR 865.93 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND LYING AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA

**EXHIBIT "D"**

**IMPROVEMENTS & COST OF IMPROVEMENTS**

Construct the following improvements prior to the receipt of a certificate of occupancy within any of the plats.

- A) A southbound left turn lane on Southwest 136 Avenue at the southern entrance to Western High School, common with the entrance to St. Bonaventure School, with 200 feet of storage and 50 feet of transition. The security amount is \$31,586.00.
- B) A northbound left turn lane on Southwest 136 Avenue at the southern entrance to Western High School, common with the entrance to St. Bonaventure School, with 450 feet of storage and 50 feet of transition. The security amount is \$31,836.00.



**EXHIBIT "E"**

**SECURITY**

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